

**INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

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In accordance with the clause entitled "Insurance - Work on a Government Installation" (or Insurance - Liability to Third Persons) in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of clause)

**I-56 Dissemination of contract information. (DEC 2003) 3052.242-71**

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**I-58 Notification of Ownership Changes. (OCT 1997) 52.215-19**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I-59 3052.219-80: Section 8(a) Direct Awards (FAR 52.219-71 Deviation (November 2005))**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration  
Anchorage District Office  
510 L Street, Suite 310  
Anchorage, AK 99501-1952

(b) The contracting officer is responsible for administering the purchase order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase order or contract. However, the Contracting Officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The Contracting Officer shall also coordinate with SBA prior to processing any novation agreement. The Contracting Officer may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and,

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

(End of Clause)

**I-60 RESERVED**

**I-61 Option to Extend Services. (NOV 1999) 52.217-8**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 DAYS of the expiration of the current period..

(End of clause)

**I-62 Option to Extend the Term of the Contract. (MAR 2000) 52.217-9**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS of the expiration of the current period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.(months)(years).

(End of clause)

**I-63 RESERVED**

**I-64 RESERVED**

**I-65 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004) 52.222-39**

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**I-66 Statement of Equivalent Rates for Federal Hires. (MAY 1989) 52.222-42**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:*

*It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits
See PWS	[ ]

(End of clause)

**I-67 Privacy Act Notification. (APR 1984) 52.224-1**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish



an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

**I-68 Privacy Act. (APR 1984) 52.224-2**

(a) The Contractor agrees to -

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) Operation of a system of records, as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) Record, as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) System of records on individuals, as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

**I-69 Privacy or Security Safeguards. (AUG 1996) 52.239-1**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written

consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

**I-70 Clauses Incorporated by Reference. (FEB 1998) 52.252-2**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

(End of clause)

**I-71 Security requirements for unclassified information technology resources. (JUN 2006) 3052.204-70**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 60 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

**I-72 Contractor employee access. (JUN 2006) -- Alternate II (JUN 2006) 3052.204-71**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
- (g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.
- (h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

**I-73 Prohibition on contracts with corporate expatriates. (JUN 2006) 3052.209-70**

**(a) Prohibitions.**

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection

(b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The Contractor represents that (Check one):

☒ X it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

**I-74 Key personnel or facilities. (Dec 2003) 3052.215-70**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit

sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- 1) CHARLES SCOTT MANDEL;**
- 2) RONALD E. GATES;**
- 3) JOSEPH COLON;**
- 4) Subcontractor ASSET PROTECTION & SECURITY SERVICES, LP.**

(End of clause)

**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>ATTACHMENT</b>	<b>TITLE</b>
ATTACHMENT 1	Standards of Contractor Employee Conduct and Responsibility
ATTACHMENT 2	Scope and Coverage of a Limited Background Investigation (LBI)
ATTACHMENT 3	Detainee Voluntary Work Program Agreement Service Processing Center/Contract
ATTACHMENT 4	Transportation Requirements
ATTACHMENT 5	Wage Determination
ATTACHMENT 6	Quality Control Plan (08/13/2007) from Ahtna Technical Services, Inc.
ATTACHMENT 7	Phase in Period Timeline



Attachment #1

**Standards of Contractor Employee Conduct and Responsibility**

Elements of the contractor's standards of employee conduct shall include, but are not limited to, the following:

1. Personal Conduct

The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol while on duty, is prohibited.

Employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:

- (1) The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force used beyond that which is reasonably necessary to subdue an inmate. Further, employees may never strike a restrained inmate.
- (2) Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate.
- (3) Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates.
- (4) Offering or giving any article, favor, or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employees duties. Neither shall an employee accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
- (5) Entering into any business relationship with inmates, former inmates, or their families.
- (6) Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate.
- (7) Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, or others.

Employees are prohibited from engaging in criminal conduct. Employees are further prohibited, while on Government property, to participate in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets. Illegal activities on the part of any contract employee, in addition to being unlawful, reflect on the integrity of the Bureau and betray the trust and confidence placed in it by the public. It is expected that contract employees shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately inform and provide a written report to the Facility Director. Traffic violations resulting in fines under \$150 shall be exempt from the reporting requirement.

Employees are prohibited from engaging in sexual harassment in violation of the Civil Rights Act of 1964, as amended.

2. Responsiveness

- a. Employees shall be required to remain fully alert and attentive during duty hours.
- b. All Employees shall respond immediately and effectively to all emergency situations.

3. Confidentiality

Employees will have access to official information with varying degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of an employee's duties or upon specific authorization from the CO.

Employees shall not deny authorized persons access to official information, personnel or institution records.

4. Facility Identification

Employees shall not use their prison credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.

5. Introduction of Contraband

Employees are prohibited from the introduction of contraband into or onto Federal property without the expressed consent of the CO. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband are: weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, recording devices etc.)

All employees may be subject to drug/alcohol testing, or searches of their person or personal belongings, upon a finding by the CO and Facility Director that reasonable suspicion exists an employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution. Searches may also be conducted when the CO and Facility Director have reasonable suspicion an employee is removing contraband or Federal property from the institution.

6. Sanctions for Misconduct

A schedule of penalties for violations of the standards of conduct shall be developed. The schedule may provide a range of penalties to account for varying circumstances surrounding instances of misconduct. Penalties may include reprimand, suspension, demotion, or removal. The schedule may also provide a range of penalties for repetitive and subsequent violations by the same employee. The CO may direct the contractor to remove any employee from the contract for failure to comply with the standards of employee conduct.

If an office of Inspector General (OIG), or local investigation reveals a violation of a standard of conduct, the Facility Director, shall ensure the sanction imposed is consistent with the schedule of penalties.

7. Reporting Misconduct

Employees shall report all violations, or apparent violations, of the standards of conduct immediately to the Facility Director or designee. Employees shall not be prohibited from referring matters directly to the OIG. The Facility Director or designee shall immediately report all allegations and appearances of misconduct or impropriety to the CO.

8. Investigations of Misconduct

The OIG is responsible for investigating violations of laws and regulations committed by U.S. Immigration and Customs Enforcement (ICE) employees and its contractors for appropriate criminal prosecution, civil litigation and administrative action. The OIG is responsible for ensuring allegations and appearances of misconduct and impropriety, including criminal matters, are referred immediately to OIG.

The contractor is prohibited from conducting internal investigations of employee misconduct or apparent misconduct, without the expressed authority from the OIG, or the CO. The ICE employee liaison on issues related to employee misconduct shall have access to records pertaining to allegations and instances of employee misconduct. The liaison may conduct investigations of misconduct and review the contractor's enforcement of the standards of conduct.

The contractor and all employees shall fully cooperate in any internal or external investigations. ICE shall have access to all personnel, operational and corporate records for the purpose of conducting investigations, inspections and audits.

The contractor will not conduct preliminary investigations without approval from the CO. Any preliminary investigation is limited to gathering statements from victims and witnesses and collecting relevant documents. All information and documents gathered during a preliminary investigation shall be provided to the CO.

With the approval of the CO, a confidential medical examination of any inmate(s) who allege physical abuse shall be conducted.

If the contractor is authorized by the CO to conduct a local investigation, a report shall be prepared and submitted no later than 45 days after the investigation is authorized. The report shall contain findings of fact, conclusions based on evidence documents and affidavits. The contractor shall provide periodic updates to the CO concerning all on-going local investigations.

Polygraph examinations, body wires, electronic listening devices and/or consensual telephone monitoring during any local investigation shall be approved by OIG.

The contractor shall maintain and preserve all documents compiled during an internal investigation. No investigative records shall be destroyed without the expressed permission of the CO.

9. Employee Training

Employees and volunteers shall be provided a copy of the standards of conduct and the contractor shall maintain documentation verifying receipt.

A procedure through which employees and volunteers receive training regarding the standards of conduct, as part of their institutional familiarization and annual training, shall be established which defines the minimum number of hours received each year. To deter misconduct, employees shall be provided advice regarding the standards of conduct.

Attachment #2

Part I

**Scope and Coverage of a Limited Background Investigation (LBI)**

The limited background investigation is the required background investigation for moderate risk positions at the noncritical sensitive level. It includes the National Agency Check, credit check, personal subject interview, and coverage of at least the most recent 3 years of activity including employment, self employment, unemployment, references, education, residence, and law enforcement agencies. Military service is covered up to the last 15 years through the NAC and the highest education degree claimed is confirmed by inquiry regardless of time frame.

- Investigations do not extend back before a subject's 18th birthday except to ensure a minimum of 2 years coverage.
- Sources are developed through information provided by the subject and other sources.
- The background investigation report is not a verbatim transcript of interviews with the subject, sources, or employers. It is a factual report of information compiled by the investigator with discrepancies from information provided by the subject duly noted. Issues and derogatory information are also noted.

Items are scheduled for coverage by various methods which may be shown as follows:

- P** Personal Coverage (includes record searches) (an investigator actually interviews subject or reviews documents)
- R** Record search only
- I** Inquiry (mail or electronic)
- T** Telephone
- L** Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 3 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index SII, which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the LBI is not initiated though USIS, (under contract with OPM) the NAC will be procured by the ICE.

**Credit Check** is covered by Linkage, and the period covered is 3 years. All credit checks all be used for employment purposes only, in accordance with 15 U.S.C..

**Personal Subject Interview** is scheduled at current job location, and is a one-on-one interview.

**Education** is covered by Personal coverage and Record for the most recent year of basic coverage period and is covered by Inquiry for years 2 to 3 (and highest degree)

**Residence** is covered by Personal coverage and Record search only, for the most recent year as of the scheduling date of the basic coverage period.

**Employment**, including self-employment and unemployment, is covered by Personal coverage and Record search only for the 3 year basic coverage period as of the scheduling date.

**Law Enforcement** is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

**Stateside Military Service** (over 6 months) is covered by Personal coverage and Record search for the most recent year of the basic coverage period (15 years of coverage are provided in the NAC).

**Court Records** are obtained for bankruptcies and financial delinquencies over \$1,000 or if dollar amount unknown, within the basic coverage period.

**Extra Coverage** is required when additional information is needed to help the agency determine a person's qualifications, suitability, and security for a particular position.

Extra coverage is requested for law enforcement positions, which allows the investigator to ask the following questions:

- How does the person react/would react in an emergency situation?
- Does the person have the ability to operate under stress?
- How is this person's stability, judgment, discretion, and physical health?
- How is this person's financial responsibility/ability to live within their means?

Expanded law enforcement searches (include County and State criminal records where available).

## **Part II**

### **Scope and Coverage of a Periodic Reinvestigation**

The Periodic Reinvestigation is a reinvestigation that is conducted every five years. It includes the National Agency Check, personal subject interview, residence, and selected record searches.

Scheduled items are scheduled for coverage by various methods as follows:

- |          |                                              |
|----------|----------------------------------------------|
| <b>P</b> | Personal Coverage (includes record searches) |
| <b>R</b> | Record search only                           |
| <b>I</b> | Inquiry (mail or electronic)                 |
| <b>T</b> | Telephone                                    |

**L Linkage (electronic-terminal or tape)**

Basic coverage period for this type of case is 5 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index (SI) which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the PRIR is not initiated through USIS, (under contract with OPM) the NAC will be procured by ICE.

**Credit Check** is covered by Linkage, and the period covered is 7 years. All credit checks will be used for employment purposes only, in accordance with the Fair Credit Reporting Act.

**Personal Subject Interview** is scheduled at current job location.

**Education** is not scheduled.

**Residence** is covered by Personal coverage and Record search only, for the most recent 3 years of the basic coverage period.

**Employment** is not scheduled

**Law Enforcement** is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

**Stateside Military Service** is not scheduled.

**Part III**

**Adjudication Standards for Resolving LBI and Periodic Reinvestigation**

- A. **INTRODUCTION:** The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is eligible for government contract employment with U.S. Immigration and Customs Enforcement (ICE). These functions should be conducted, whenever possible, by designated personnel outside of the employee's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the employee. Any reference to "government employment" within this document includes persons working under contract at the District of Columbia Requirement.
- B. **PURPOSE:** The purpose of this document is to assist those individuals who initially review background investigations for employment and for those individuals who conduct Subject Interviews for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.

- C. PRINCIPALS: All derogatory information must be favorably resolved by the contractor before ICE will consider granting final approval for employees to work with Federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant, or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the employee exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render an employee susceptible to coercion. Will be subject to the following guidelines:

- (1) If the background investigation or reinvestigation demonstrates the employee is open regarding his or her conduct, no personal interview or other action is warranted.
- (2) If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the employee is concealing any conduct that reasonably would subject the employee to coercion, the contractor will arrange for an interview with the employee to discuss:
  - (a) the issue of concealed conduct that was raised during the background investigation or reinvestigation, and whether or not the employee is in fact concealing any conduct that reasonably would subject the employee to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.
  - (b) If the employee may be concealing conduct that reasonably would subject the employee to coercion, the interviewer will continue to discuss:
    - 1) the contractors' concern regarding the potential for coercion, pressure, manipulation, or blackmail;
    - 2) the contractor's Employee Standards of Conduct requirement that the employee immediately submit a written report of any attempt at coercion or blackmail to the CEO.

The interviewer should prepare a memorandum documenting the discussion and the employee's acknowledgment of the reporting requirements for the employee's personnel file. The employee is not required to sign any documentation.

Resolution of derogatory information should afford the employee an opportunity to comment on the derogatory information or a chance to offer his/her "side of the story. " Resolution of derogatory information is a critical part of the adjudication process for several reasons. Information, which appears derogatory, can be refuted or mitigated in some instances by the subject of the background investigation. Similarly, the subject may be able to present circumstances, which clarify the derogatory information.

Executive Order (E.O.) 10450, entitled "Security Requirements For Government Employment," establishes as the criteria for government employment that individuals must be "reliable, trustworthy, of good conduct and character and of complete and unswerving loyalty to the United States." Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an employee may not be possessed of one or more of these qualities.

D. DEROGATORY INFORMATION: Listed below are general areas of concern for adjudicators:

- (1) Loyalty. Any information, which indicates the employee is not loyal, should be identified as derogatory. Several examples, which should bring into question an individual's loyalty, are:

- advocating force or violence to overthrow the government of the United States;
- establishing contact with a seditionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States;
- membership in organizations, which systematically commit criminal, acts against the United States Government.

- (2) Close Relatives and Associates. In reviewing a background investigation, attention should be given to evidence the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information, which tends to show the employee, may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the employee and the relatives or associates. Therefore, the following information should be obtained from all employees where evidence of foreign relatives or associates is identified in the background investigation case papers or the actual background investigation:

- name and address of the foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- relationship between employee and foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- the frequency of contact- past, present and future--with the foreign citizen,
- the form of such contact (personal visits, letters, cards or telephone calls).

- (a) Relatives or associates in prison. Although employment cannot be denied based on what others have done, one must be aware of possible conflicts. Each situation is handled on a case by case basis. Therefore, the following information should be obtained from all employees where evidence of relatives or associates in prison is identified in the background investigation case papers or the actual background investigation:



- Name and address of prisoner
- Relationship
- Frequency of contact
- Form of contact

- (3) Undesirable Character Traits: Any trait(s), which may show the employee to be unreliable, untrustworthy or open to compromise, is significant in the adjudication of the case. This information may be given by an open or confidential source, be derived from an arrest record or be indicated by the falsification of employment applications or personal history statements. All such information must be viewed in relation to the rest of the file.

Isolated incidents in a person's background are viewed less significantly than a continuing or emerging pattern of behavior.

The adjudicator should try to obtain a complete picture for employment purposes. Undesirable character traits could also place an individual in a compromising situation where coercion or pressure might be used to blackmail an employee. The following examples are provided:

- (a) Sexual Conduct: Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence the employee could be coerced or blackmailed due to sexual conduct. Should it be determined an employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved. If sexual conduct becomes germane, homosexual and heterosexual conduct will be treated the same. Resolution is obtained through procedures used to determine if a person is susceptible to coercion (c(1) and c(2)).
- (b) Alcoholism: Any information which tends to show the employee uses alcohol to excess, or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for pattern of behavior vs. an isolated incident.
- (4) Mental Disorders-Treatment: Medical treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, must be clarified to determine whether the employee's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

Medical treatment for a mental/emotional disorder must be accompanied by a recommendation from a competent medical authority the employee is capable to perform the duties of a sensitive position.

- (5) Financial Responsibility. Indebtedness becomes a legitimate concern when an employee begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. Nonpayment of a just debt after 90 days is considered delinquent and requires resolution. It is important to determine if the employee considers the debt just.

Some debts are clearly not the responsibility of an employee and may be the result of careless record keeping by credit reporting agencies.

Refusal to admit to a just debt is not enough to resolve an unfavorable credit record. A derogatory credit report must be resolved by the employee and appropriate documentation provided. Any disputes between the employee and the credit agency must be resolved by the employee and documentation submitted.

Similarly, the repossession of an automobile for nonpayment, and eviction from rental housing for non-payment, should be explained by the employee and documentation provided to show that any remaining indebtedness following the eviction or repossession has been resolved.

(a) Debts to be Resolved:

- When employee past due debts total \$400 or more; and,
- Debts are 90 days or more past due.

- (6) Dishonesty: Individuals entering service under this contract must be "...trustworthy... and of good conduct and character..." This requires that employees are honest when filling out all employment documents.

Discrepancies on these forms may be an indication the employee has falsified one of the forms to either conceal past behavior, or to exaggerate or misrepresent qualifications or suitability. In either case, all discrepancies must be resolved.

- (7) Arrests: An arrest, regardless of the offense or when it was committed, is derogatory information. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence the employee has been rehabilitated.
- (8) Drug Usage: Evidence of illegal use of prescription or nonprescription drugs by an employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used, how often, and any treatment the employee received for drug usage.
- (9) Confidential Source Information: Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory

information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from an unprotected source can be used.

- (10) Classified Information: Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. When such information is identified, it shall be handled appropriately by the contractor.

- E. PROCEDURES TO RESOLVE DEROGATORY INFORMATION: Once derogatory information has been identified, either during the pre-employment process or in the review of the background investigation, it must be resolved. Resolution usually is presented in the form of written documentation obtained through an interview with the employee or written questions given to the employee.

Derogatory information revealed in the pre-employment screening process that falls within the Guidelines of Acceptability or for which a waiver was obtained does not have to be formally re-addressed in adjudicating the investigation. The adjudicator should make note that the information was, considered during the pre-employment screening and is within the Guidelines or a waiver was obtained. Copies of waivers should be submitted with the investigation.

**Attachment #3 – ICE Voluntary Work Program Form**

Detainee Voluntary Work Program Agreement Service Processing Center/Contract

Detention Facility  
201 Varick Street, New York, New York

**Detainee Voluntary Work Program Agreement:**

Detainees that participate in the volunteer work program will not be permitted to work in excess of 8 hours daily or 40 hours weekly.

Detainees that participate in the volunteer work program are required to work according to an assigned work schedule and to participate in all work-related training. Unexcused absence from work or unsatisfactory work performance could result in removal from the voluntary work program. Detainees must adhere to all safety regulations and to all medical and grooming standards associated with the work assignment. Compensation shall be \$1.00 per day.

I, \_\_\_\_\_, A# \_\_\_\_\_, have read, understand, and agree  
(Detainee name) to comply with the above. I have received and understand relevant safety training regarding my work assignment:

Work Assignment

Detainee Signature/Date

ATTACHMENT #4 – TRANSPORTATION

**Remote Custody and Secure Transportation Services**

**A. Remote custody services.**

1. The Contractor shall provide, at the direction of the COTR, such additional on-call remote custody services as may be required by ICE. The Contractor shall be reimbursed for these services only when the COTR directs such services. The Contractor shall not abandon any facility post to perform on-call services.
2. Duties and responsibilities of this function shall include, but not be limited to; effecting removals at various airport locations, performing transportation duties, and guarding detainee(s) who have been admitted in off-site medical facilities or to any other location as directed in writing by the COTR. ICE will guarantee the Contractor a minimum of two (2) hours for each on-call post directed by the COTR.
3. The Contractor shall be authorized one custody officer for each such remote post, unless at the direction of the COTR, additional custody officers are required.
4. In the event any COTR directed long-distance remote custody service results with the Contractor incurs meal or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.

**B. Transportation services.**

1. The Contractor shall provide all transportation services as required to transport detainees securely, in a timely manner, to locations directed by the COTR. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation.
2. The Contractor shall assign a sufficient number of two-person teams of transportation officers on a daily basis to ensure as follows:
  - (a) Three (3), eight-hour shifts which provides 24-hour coverage.
  - (b) Contractor shall provide not less than one (1) team per shift.
  - (c) Teams in addition to (b) above shall be assigned as necessary to meet transportation demands.
3. The Contractor shall furnish vehicles in good repair and suitable, as approved by the COTR, to safely provide the required transportation service. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features including physical separation of detainees from officers. The Contractor shall provide the security specification of the vehicles to the COTR for review and approval prior to installation in the vehicles. The Contractor shall provide vehicles, which must always be available and capable of transporting detainees with accompanying luggage. Of the total number of Contractor vehicles provided at least two (2) must be capable of transporting no less than (15) detainees and at least one (1) capable of transporting no less than 40 detainees with accompanying luggage or property. Contractor provided vehicles will have the annual State required motor vehicle inspection, and such documentation will be provided to the ICE representative.

- C. The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances and wear the same uniforms as those Contractor personnel provided for in the other areas of this contract.
- D. The Contractor shall, upon twenty-four hours advance notification by ICE, effect the removal of detainee(s) from the contract facility to the scheduled carrier for departure from designated airport(s). ICE may request the Contractor to effect removals with less than twenty-four hour notification. Whenever the Contractor cannot fulfill the requested assignment by transportation officers, the Contractor shall notify ICE within one (1) hour of notification of the assignment so that alternate arrangements can be scheduled by ICE.
- E. During all transportation activities, at least one custody officer shall be the same sex as the detainee. Questions concerning custody officer assignments shall be directed to the COTR.
- F. The transportation team shall escort the detainee(s) to/from the airport flight gates. The detainee(s) shall be guarded by two contract Custody Officers at all times. This shall be done in such a manner as to eliminate public contact especially at boarding gates. The Contractor custody officers shall ascertain that there are no unobservable exits, which might allow the detainee to escape. They shall remain at the gate until the aircraft is airborne and the carrier gate attendant verifies its departure verbally. Contractor custody officers shall then verify detainee(s) departure in writing to the ICE representative. With respect to arriving flights, custody officers shall remain at the arrival gate until the detainee(s) is/are in custody, unless the flight has been cancelled or verified by ICE that other arrangements have been made. Warrants of Deportation and all other related ICE documents shall be returned to the ICE Supervisor upon completion of the escort assignment. The Contractor shall insure that completed documents are properly executed and accurately completed before submission to ICE. Contractor shall ensure that two (2) officers shall staff each vehicle transporting detainees. Contractor shall further ensure that two (2) officers shall escort every ten (10) departing detainees.
- G. The Contractor shall, upon order of the COTR, or upon his/her own decision in an urgent medical situation, transport a detainee to a hospital location. A Custody Officer(s) shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.
- H. The COTR may direct the Contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.
- I. When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- J. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, ICE will be provided with current status of all vehicles and post assignment employees.
- K. In the event any COTR directed long-distance transportation service results with the Contractor incurring meals or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.